

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

LINDA WELCH, individually and in her  
capacity as personal representative of the  
ESTATE of DAVID J. WELCH,

Plaintiff,

v.

Crane Co. Individually and as successor-  
in-interest to CHAPMAN VALVE CO.  
and DEMING PUMPS; and VELAN  
VALVE CORPORATION,

Defendants.

Case No. 2:22-cv-00302-RAJ

**ORDER**

This matter comes before the Court on Defendant Redco Corporation f/k/a Crane Co.'s ("Crane") Motion for Summary Judgment (Dkt. # 32) and Defendant Velan Valve Corp.'s ("Velan") Motion for Summary Judgment (Dkt. # 33). The Court has reviewed the motions, each opposition filed by Plaintiff (Dkt. ## 39, 41), Defendants' replies (Dkt. ## 48, 49), and is fully advised. Oral argument is unnecessary to decide these motions. For the reasons stated below, the Court **DENIES** the Motion for Summary Judgment as to Crane and **GRANTS** the Motion for Summary Judgment as to Velan.

## I. FACTUAL AND PROCEDURAL BACKGROUND

Decedent David Welch served in the United States Navy from 1965 to 1969. Declaration of Kevin J. Craig (“Craig Decl.”) ISO Velan MSJ, Dkt. # 34, Ex. 1 at 4 (Plaintiff’s Responses to Interrogatories). From 1966 to 1968, he worked on the *USS Carronade* and from 1968 to 1969 aboard the *USS Princeton*. *Id.* at 6-7. At the time, both the *Carronade* and the *Princeton* were “coming out of mothballs,” as they were being recommissioned for active service after the Korean War. Dkt. # 1 (Complaint) ¶¶ 3.2, 3.3. Mr. Welch worked as a fireman in the pipefitters’ welding shop on the ships. Deposition of D. Welch (“Welch Dep.”) 47:18-22. As part of his responsibilities, Mr. Welch worked alongside and supported the “yardbirds,” civilian personnel doing repair work for the Navy in shipyards. *Id.* at 36:3-14. This entailed working on various valves and pumps, *id.* at 73:24-74:3, and monitoring gauges, especially while assigned to the *Carronade*. *Id.* at 367:25-368:18.

The cleanup work created a “big mess” of asbestos packing that he and others were required to clean up. *Id.* at 35:7-14, 36:18-37-1. When replacing packing on valves onboard the *Carronade*, Mr. Welch would use wire-like tools to pull the old packing out, using compressed air as an aid to “clear [it] out.” *Id.* at 37:9-39:23. During the six-month long overhaul of the *Princeton*, valve repair was done by Mr. Welch and valve and pump repair was conducted by yardbirds in his proximity. *Id.* at 68:1-16; 73:24-74:3. Mr. Welch described this work as “regular maintenance,” as there were “thousands” of valves on the ships requiring work. *Id.* at 42:6-16. In July 2021, Mr. Welch toured the *USS Lexington*, the sister ship to the *Princeton*, during which he described his familiarity with various valves that he worked on during his Naval career. *See* Dkt. # 42-1 (Notice of Filing of Flash Drive Containing Ex. 5, Welch Video Clip).

After the conclusion of his military service, Mr. Welch worked as a welder in the Fairhaven Shipyard in Bellingham and as a welder and pipefitter at the ARCO Refinery in Ferndale, among other jobs. Dkt. # 34, Ex. 1 at 6-7. In May 2021, he was diagnosed with mesothelioma. Dkt. # 1 ¶ 3.7. However, Plaintiff’s claims arise solely out of Mr.

1 Welch's service on the *Carronade* and *Princeton*. See Dkt. # 1.

2 Plaintiff seeks to hold Defendants liable for Mr. Welch's mesothelioma, which they  
3 allege was caused by his exposure to asbestos during his time in the Navy. *Id.* at ¶ 3.7.

4 On March 14, 2022, Plaintiff filed a complaint against Defendants Crane Co. and Velan  
5 Valve Corporation alleging that his mesothelioma was caused by asbestos-containing  
6 components and insulation manufactured by the companies. *Id.* Plaintiff's claims are  
7 based on "negligence and strict product liability under Section 402A of the Restatement  
8 of Torts as adopted by the State of Washington." Dkt. # 1 (Complaint) ¶ 4.1. Plaintiff  
9 alleges that:

10 "[t]he liability-creating conduct of defendants consisted, *inter alia*, of  
11 negligent and unsafe design; failure to inspect, test, warn, instruct, monitor  
12 and/or recall; failure to substitute safe products; marketing or installing  
13 unreasonably dangerous or extra-hazardous and/or defective products;  
14 marketing or installing products not reasonably safe as designed; marketing  
or installing products not reasonably safe for lack of adequate warning and  
marketing or installing products with misrepresentations of product safety.

15 *Id.*

16 Mr. Welch died on August 8, 2022 due to malignant mesothelioma, Dkt. ## 24, 26,  
17 and his wife Linda Welch was thereafter substituted as plaintiff of record individually  
18 and in her capacity as the personal representative of Mr. Welch's estate. Dkt. # 27. On  
19 May 9, 2023, Crane and Velan filed motions for summary judgment. Dkt. ## 32, 33.

20 In support of this suit, Plaintiff provides the opinion of Commander Andrew Ott, a  
21 Navy veteran and maritime expert with experience working as an engineering plant Ship  
22 Superintendent and Project Manager at the Norfolk Naval Shipyard. Dkt. # 42, Ex. 7 at 1-  
23 3 ("Ott Decl."). After retiring from the military, Mr. Ott worked for a marine technical  
24 services company providing support to the Navy until 2010. *Id.* Since 2007, Mr. Ott has  
25 provided technical expertise to law firms representing parties involved in lawsuits related  
26 to personnel exposure to asbestos and asbestos-containing equipment. *Id.* Mr. Ott  
27 provides the opinion that Mr. Welch was subjected to airborne asbestos fibers when he,  
28

1 and others in his vicinity, “maintained, repaired, and overhauled engineering plant  
2 equipment and valves that were designed, manufactured, and sold by the various  
3 equipment manufacturers” while serving on the *Princeton* and *Carronade*. *Id.* at 5.

4 Mr. Ott opines that Mr. Welch was subjected to asbestos fibers and dust on the  
5 various ships on which he worked when: 1) Mr. Welch performed routine activities and  
6 duties of his trade related to the manufacturers’ equipment and valves that contained  
7 asbestos insulation, gasket materials and packing materials; and 2) when he was in the  
8 vicinity of work performed by others when they overhauled equipment and valves  
9 containing asbestos insulation, gaskets and packings. *Id.* at 6. As to the presence of Velan  
10 and Crane equipment onboard the *Princeton* and *Carronade*, Mr. Ott will opine that he  
11 observed evidence of Velan steam traps onboard the *USS Lexington*, a vessel similar to  
12 the *Princeton*, and that Crane supplied dozens to hundreds of valves for the construction  
13 of both ships. *Id.* at 147.

14 Additionally, Plaintiff provides the opinion of Dr. Steven Haber, a pulmonologist  
15 who reviewed Mr. Welch’s medical and radiology records and export reports, and  
16 interviewed Mr. Welch. Dkt. # 42, Ex. 8 at 2. Dr. Haber offers the opinion that “Mr.  
17 Welch had frequent, regular, and/or repetitive asbestos exposures related to Crane valves  
18 while in the Navy. Even if not his sole source of exposure, this was a significant and  
19 substantial exposure source and therefore was a substantial contributing factor in causing  
20 Mr. Welch’s mesothelioma.” *Id.* at 4. He offers the same opinion as to Velan. *Id.*

## 21 22 II. LEGAL STANDARD

23 Summary judgment is appropriate if there is no genuine dispute as to any material  
24 fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a).  
25 The moving party bears the initial burden of demonstrating the absence of a genuine issue  
26 of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Where the moving  
27 party will have the burden of proof at trial, it must affirmatively demonstrate that no  
28 reasonable trier of fact could find other than for the moving party. *Soremekun v. Thrifty*

1 *Payless, Inc.*, 509 F.3d 978, 984 (9th Cir. 2007). On an issue where the nonmoving party  
 2 will bear the burden of proof at trial, the moving party can prevail merely by pointing out  
 3 to the district court that there is an absence of evidence to support the non-moving party's  
 4 case. *Celotex Corp.*, 477 U.S. at 325. If the moving party meets the initial burden, the  
 5 opposing party must set forth specific facts showing that there is a genuine issue of fact  
 6 for trial in order to defeat the motion. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250  
 7 (1986). The court must view the evidence in the light most favorable to the nonmoving  
 8 party and draw all reasonable inferences in that party's favor. *Reeves v. Sanderson*  
 9 *Plumbing Prods.*, 530 U.S. 133, 150-51 (2000).

10 However, the court need not, and will not, "scour the record in search of a genuine  
 11 issue of triable fact." *Keenan v. Allan*, 91 F.3d 1275, 1279 (9th Cir. 1996); *see also White*  
 12 *v. McDonnell-Douglas Corp.*, 904 F.2d 456, 458 (8th Cir. 1990) (the court need not  
 13 "speculate on which portion of the record the nonmoving party relies, nor is it obliged to  
 14 wade through and search the entire record for some specific facts that might support the  
 15 nonmoving party's claim"). The opposing party must present significant and probative  
 16 evidence to support its claim or defense. *Intel Corp. v. Hartford Accident & Indem. Co.*,  
 17 952 F.2d 1551, 1558 (9th Cir. 1991).

18 As to the choice of law, Velan argues that maritime law governs this case and  
 19 Crane similarly cites to asbestos cases analyzed under maritime law. Plaintiff does not  
 20 dispute the application of this standard. *See McIndoe v. Huntington Ingalls Inc.*, 817 F.3d  
 21 1170, 1173 (9th Cir. 2016)) (quoting *E. River S.S. Corp. v. Transamerica Delaval, Inc.*,  
 22 476 U.S. 858, 865 (1086)). Although Plaintiff invokes this Court's diversity jurisdiction  
 23 in her complaint, Dkt. # 1 at 2, this "does not preclude the application of maritime law."  
 24 *Nelson v. Air & Liquid Systems Corp.*, No. C14-0162-JLR, 2014 WL 6982476, at \*8  
 25 (W.D. Wash. Dec. 9, 2014) (quoting *Carey v. Bahama Cruise Lines*, 864 F.2d 201, 206  
 26 (1st Cir. 1988)) (citations omitted).

### 27 III. DISCUSSION

#### 28 A.) Velan's Motion for Summary Judgment

1 Velan moves for summary judgment, arguing that Plaintiff has failed to show that  
2 Mr. Welch was exposed to any asbestos-containing equipment or products that were  
3 manufactured or supplied by Velan. Dkt. # 33 at 2-3. Further, Velan argues, Plaintiff  
4 lacks evidence that Mr. Welch experienced substantial exposure to the relevant asbestos  
5 for a substantial period of time, such that the exposure was a “substantial contributing  
6 factor in causing his injuries.” *Id.* at 15-16 (citing *McIndoe*, 817 F.3d at 1174. According  
7 to Velan, Plaintiff’s case is indistinguishable from recent decisions in which the Court  
8 found that the “mere presence” of the defendant’s products or equipment on board the  
9 Plaintiff’s vessel was insufficient to support summary judgment. Dkt. # 33 at 10 (citing  
10 *Yaw v. Air & Liquid Sys. Corp.*, No. C18-5405-BHS, 2019 U.S. Dist. LEXIS 140152, at  
11 \*9-11 (W.D. Wash. Aug. 19, 2019); *Deem v. Air & Liquid Sys. Corp.*, No. C17-5965-  
12 BHS, 2019 U.S. Dist. LEXIS 203608, at \*17-19 (W.D. Wash. Nov. 22, 2019); *Wineland*  
13 *v. Air & Liquid Sys. Corp.*, No. C19-0793-RSM, 2021 WL 3423950, at \*2-3 (W.D.  
14 Wash. Aug. 5, 2021)).

15 Under maritime law, to prevail on a strict liability or negligence claim, Plaintiff  
16 must show that Mr. Welch “was actually exposed to asbestos-containing materials that  
17 were installed by [Velan] and that such exposure was a substantial contributing factor in  
18 causing his injuries.” *McIndoe*, 817 F.3d at 1173 (noting that the Supreme Court has  
19 recognized that federal maritime law incorporates actions for products liability, including  
20 those that sounds in strict liability). Similarly, under Washington law, “the plaintiff must  
21 establish a reasonable connection between the injury, the product causing the injury, and  
22 the manufacturer of that product. In order to have a cause of action, the plaintiff must  
23 identify the particular manufacturer of the product that caused the injury.” *Klopman-*  
24 *Baerselman v. Air & Liquid Sys. Corp.*, No. 3:18-cv-05536-RJB, 2019 WL 5064765, at  
25 \*5 (W.D. Wash. Oct. 9, 2019). “Regardless, causation is an essential element under either  
26 Washington product liability or maritime-based tort law.” *Id.* at \*16. The Court agrees  
27 with Velan that Plaintiff has not produced evidence from which a reasonable jury could  
28 conclude that Mr. Welch suffered substantial exposure to asbestos dust from Velan

1 products while on the *Princeton* and *Carronade*.

2 Much like the plaintiff in *Yaw*, Plaintiff here fails to submit evidence to establish a  
3 connection between Velan products and Mr. Welch's mesothelioma. *Yaw*, 2019 WL  
4 3531232 at \*4. Mr. Welch testified that he learned a great deal about valves during his  
5 service, Welch Dep. 32:10-14, and that the debris-creating work of ripping out old valve  
6 packing was conducted by yardbirds within his vicinity on the *Carronade*. *Id.* 68:11-16.  
7 Indeed, one of Mr. Welch's responsibilities was cleaning up after the yardbirds' work. *Id.*  
8 36:18-37:1. However, Plaintiff produces no fact witness placing Mr. Welch within  
9 proximity of any Velan valves or gaskets (or other equipment, for that matter) during the  
10 relevant time frame. Here, Plaintiff's argument that his exposure to asbestos was due to  
11 Mr. Welch's work on or near Velan valves in particular is not "more than conjectural."  
12 *McIndoe*, 817 F.3d at 1176.

13 Testimony from Plaintiff's expert witness, Mr. Ott, fails to shore up Plaintiff's  
14 allegations. According to Mr. Ott, Velan supplied approximately 20 steam traps and 60  
15 high-pressure steam valves associated with those traps for the *Carronade* and 250 steam  
16 traps and 1000 high-pressure steam valves on the *Princeton*. Ott Decl. at 154. According  
17 to Mr. Ott, onboard the *USS Lexington*, a vessel similar to the *Princeton*, he observed  
18 "clear evidence of retrofitting with Velan steam traps" most likely during the 1950's and  
19 "a very large number of the Velan valves associated with such steam traps." Ott Decl. at  
20 158. He therefore opines that Mr. Welch "was exposed to asbestos dust and debris  
21 created during maintenance and repair work of Velan steam traps and valves onboard the  
22 *USS Carronade* and *USS Princeton*." However, this does not establish that Mr. Welch  
23 suffered from substantial exposure from asbestos dust due to Velan equipment onboard  
24 either ship, and Mr. Ott's testimony as to the existence of Velan steam traps on the  
25 *Lexington* do not bridge this factual gap. Further, even if the evidence suggests that  
26 Velan-branded equipment was installed on both vessels, no evidence places Mr. Welch  
27 within the vicinity of that equipment and Mr. Welch, in his testimony, did not identify  
28 Velan as a specific brand on which he made repairs. "More is needed than simply placing



1 a defendant's products in the workplace and showing that the decedent was occasionally  
2 exposed to asbestos dust from those products." *Wineland*, 2021 WL 3423950, at \*3  
3 (citing *Lindstrom*, 424 F.3d at 1176-77).

4 Because Plaintiff has failed to raise a material question of fact as to whether Mr.  
5 Welch experienced substantial exposure to Velan products, the Court may end its inquiry  
6 there. As such, the Court concludes that Plaintiff has failed to submit sufficient factual  
7 evidence to create material questions of fact as to Velan's liability under the theories  
8 asserted by Plaintiff.

9 **B.) Crane Co.'s Motion for Summary Judgment**

10 Crane similarly moves for summary judgment, arguing that Plaintiff "has set forth  
11 no evidence or testimony indicating that Mr. Welch substantially worked with or around  
12 Crane Co. products at any time," including in a way that would have exposed him to  
13 asbestos, and therefore cannot show that asbestos exposure from Crane products was a  
14 substantial factor in the development of Mr. Welch's alleged disease. Dkt. # 32 at 1, 4.  
15 Further, Crane argues, even if Plaintiff could show that Mr. Welch worked around Crane  
16 products, she "cannot demonstrate that such products contained asbestos-containing  
17 original component parts for which" Crane is responsible. *Id.* Plaintiff points to expert  
18 testimony provided by Mr. Ott and Dr. Haber that place Crane-branded valves on the  
19 *Princeton* and *Carronade*<sup>1</sup>, and identify Mr. Welch's work on Crane valves as a source of  
20 "significant and substantial exposure<sup>2</sup>."

21 Crane also cites to recent cases from this District addressing asbestos exposure—  
22 *Deem*, *Yaw*, and *Klopman-Baerselman*— in support of its argument that Plaintiff's  
23 evidence is insufficient to meet the standard set forth in the Ninth Circuit. The Court,  
24 however, finds each case to be distinguishable from the facts presented vis-à-vis Crane.  
25 In *Deem*, the plaintiff presented the testimony of two individuals who worked with the  
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27 <sup>1</sup> Ott Decl. at 147.

28 <sup>2</sup> Olson Decl., Ex. 8 at 4.



1 deceased plaintiff on board several ships in the Puget Sound Naval Shipyard. *Deem*, 2020  
2 WL 419453, at \*1-2. The Court found that Plaintiff’s evidence of exposure, advanced via  
3 Mr. Deem’s co-workers, only put him “aboard ships during the period that they worked  
4 with Mr. Deem and declare[s] that machinist sometimes worked on specific products that  
5 could have obtained asbestos.” *Id.* at \*4. Additionally, plaintiff’s expert’s opinion was  
6 based primarily on the testimony of the co-workers, and the Court found it to be  
7 “speculation.” *Id.* Here, Mr. Welch’s own testimony puts him onboard the *Princeton* and  
8 *Carronade* and details his own work on valves, gaskets, and packing on both ships.  
9 Welch Decl. 67:22-68:4.

10 *Yaw* concerns a plaintiff who also worked at the Puget Sound Naval Shipyard on  
11 numerous ships as a shipfitter. *Yaw*, 2019 WL 3891792, at \*1. In testifying about his  
12 work on various ships, Mr. Yaw failed to remember working on any particular product on  
13 any particular ship. *Id.* At most, the Court held, plaintiff submitted evidence establishing  
14 that Mr. Yaw was in engine and boiler rooms that contained dust, but did not identify any  
15 particular product that created the dust or if other workers worked on a particular product  
16 that created dust. *Id.* at 3. Notably, plaintiff’s expert “fail[ed] to connect Mr. Yaw’s  
17 presence at any specific time to any specific defendant’s product or activity.” *Id.* In  
18 contrast, here Mr. Welch testified to working on valves during his tenure as a yardbird  
19 and how the *Carronade*’s valves were “encased in asbestos.” Olson Decl., Ex. 4; Welch  
20 Dep. 43:20-44:5. Indeed, while looking at a photo of a Crane valve, he recognized it and  
21 testified that it “would have been covered in asbestos.” Welch Dep. at 80:18-81:4. Mr.  
22 Welch’s testimony regarding his work on valves and Crane products is bolstered by Mr.  
23 Ott’s testimony as to his responsibilities (based on the Navy’s Bluejackets’ Manual  
24 describing the training and work of a Fireman). Ott Decl. at 72. Further, Mr. Ott’s  
25 opinion that Crane supplied valves containing asbestos gaskets and packing to both ships  
26 is at least partially based on his review of Navy and Crane Co. purchase documents—not  
27 speculation. Ott Decl. at 144-147.

28 Finally, the plaintiff in *Klopman-Baerselman* “offered no testimony of witnesses

1 with personal knowledge of Decedent using or otherwise being exposed to an asbestos-  
2 containing product for which [Defendant was] responsible.” 2019 WL 5064765, at \*4.  
3 That is in contrast to the facts before the Court, where Mr. Welch’s testimony placed  
4 Crane products in his vicinity. Indeed, he testified to the asbestos that he personally  
5 observed blanketing the Crane product. And the testimony of Dr. Haber identifies this  
6 asbestos exposure as a substantial contributing factor in causing Mr. Welch’s  
7 mesothelioma.

8 Ultimately, “the determination of the existence of a material fact is often a close  
9 question.” *Yaw*, 2019 WL 3891792, at \*3. However, Plaintiff “may raise a genuine issue  
10 of material fact concerning exposure by presenting either direct or circumstantial  
11 evidence that [plaintiff] worked on a particular defendant’s asbestos-containing product  
12 (or near it while others worked on it) and that such work would create the conditions  
13 necessary for asbestos exposure,” *Nelson*, 2014 WL 6982476, at \*12, and Plaintiff makes  
14 such a showing. While Crane argues that Mr. Ott’s opinions cannot place Mr. Welch near  
15 any Crane valve, Dkt. # 48 at 3, this argument ignores that Mr. Ott’s testimony tends to  
16 corroborate Mr. Welch’s recollections of his work as a yardbird. Further, this goes to the  
17 weight—not admissibility—of Ott’s opinions. *Nevada Dept. of Corrections v. Greene*,  
18 648 F.3d 1014, 1018-19 (9th. Cir. 2011); *see also Hangarter v. Provident Life and*  
19 *Accident Ins. Co.*, 373 F.3d 998, 1017, n. 14, (9th. Cir. 2004) (questions regarding the  
20 nature of an expert’s evidence go more towards the weight of the testimony and are  
21 properly explored during direct and cross-examination). Because the Court must resolve  
22 any factual issues of controversy in favor of Plaintiff, the Court finds that Plaintiff has  
23 raised a genuine issue of material fact regarding Mr. Welch’s exposure to Crane products  
24 while working aboard the *Princeton* and *Carronade*, and whether such exposures were a  
25 substantial factor in his development of mesothelioma. *See McIndoe*, 817 F.3d at 1176.

### 26 **C.) Defendants’ Duty to Warn**

27 Both Velan and Crane argue that neither defendant had a duty to warn about defects  
28 or hazards posed by asbestos-containing products onboard the *Princeton* and *Carronade*.

1 See Dkt. # 32 at 7; Dkt. # 33 at 14, n. 4. Under maritime law, a manufacturer “has a duty  
 2 to warn when (i) its product requires incorporation of a part, (ii) the manufacturer knows  
 3 or has reason to know that the integrated product is likely to be dangerous for its intended  
 4 uses, and (iii) the manufacturer has no reason to believe that the product’s users will  
 5 realize that danger.” *Air & Liquid Sys. Corp. v. Devries*, 139 S. Ct. 986, 991. The product  
 6 in effect requires the part in order for the integrated product to function as intended when  
 7 (i) a manufacturer directs that the part be incorporated, (ii) the manufacturer itself makes  
 8 the product with a part that the manufacturer knows will require a replacement with a  
 9 similar part, or (iii) a product would be useless without the part. *Id.* at 995-96 (internal  
 10 citations omitted).

11 Velan argues that there is no admissible evidence showing: 1) that Velan equipment  
 12 “required” the use of asbestos-containing parts or would be useless if used with non-  
 13 asbestos components, 2) that Velan knew that working with asbestos-containing gaskets  
 14 and packing was likely to be dangerous, and 3) that Velan had no basis to believe that  
 15 the Navy was unaware of any potential issues associated with asbestos and its equipment.  
 16 Dkt. # 33 at 14, n. 4. Plaintiff presents evidence that Velan supplied replacement parts,  
 17 including asbestos-containing cover gaskets, for ship maintenance repair, citing to Velan  
 18 steam trap parts pricing lists that include parts for the “Type N” steam trap and Velan’s  
 19 technical manual for steam traps on Navy ships that refer to the same replacement part.  
 20 Ott Decl. at 166-67. In spite of this, Plaintiff’s argument as to Velan’s duty to warn fails  
 21 for the same reason Plaintiff’s causation argument fails: Plaintiff fails to place Mr. Welch  
 22 in proximity to Velan-branded equipment in particular during his time on the *Princeton*  
 23 and *Carronade*. This is insufficient to raise a question of fact regarding the three prongs  
 24 of the *DeVries* test, and Velan is entitled to summary judgment on this issue.

25 Crane, citing Washington law, argues that equipment manufacturers may not be  
 26 held liable, under negligence or strict products liability, for failing to warn of the defects  
 27 and dangers posed by a product that they did not manufacture, sell, or otherwise place  
 28 into the stream of commerce. Dkt. # 32 at 7 (citing *Braaten v. Saberhagen Holdings, Inc.*,

1 165 Wn.2d 373, 396-97, 198 P.3d 493 (2008); *Simontta v. Viad Corp.*, 165 Wn.2d 341,  
2 353-54, 197 P.3d 127 (2008); and *DeVries*, 139 S. Ct. 986). Crane argues that the  
3 Washington Supreme Court's decision in *Braaten*, in which the Court found that Crane  
4 Company catalogs advertised both asbestos *and* non-asbestos packing and gasket material  
5 and held that Crane had no duty to warn under common law products liability or  
6 negligence principles, is entitled to deference. Dkt. # 48 at 7; *Braaten*, 165 Wn.2d 373,  
7 395. Because of this, Crane argues, even if this Court were to apply the standard more  
8 recently set forth in *DeVries*, it is still entitled to summary judgment on this issue.

9 Plaintiff maintains that questions of fact exist under each prong of *DeVries*. As to  
10 the first prong, Plaintiff cites to Mr. Ott's opinion that asbestos-containing gaskets and  
11 asbestos-containing packets were "designed to be periodically disturbed" during their  
12 normal service life. Ott Decl. at 10. Crane's Master Parts List indicated that replacement  
13 asbestos-containing components for Crane valves were supplied directly from Crane. *Id.*  
14 at 132-133. Plaintiff also cites to a manual identifying gaskets made with Crane's  
15 "proprietary asbestos gasket material" called "Cranite" to be used on Navy ships. *Id.* at  
16 135. The Court therefore finds that Plaintiff has raised an issue of fact as to the first  
17 prong. *Spurlin v. Air & Liquid Sys. Corp.*, 537 F. Supp. 3d 1162 (S. D. Cal. 2021)  
18 (applying *DeVries* standard and finding that Crane made its products with asbestos and  
19 knew that they would require replacement with similar parts).

20 Further, Plaintiff argues that Crane knew or had reason to know that the alleged  
21 "integrated products," asbestos gaskets and packing, were likely to be dangerous for their  
22 intended uses, because by 1965, medical and scientific literature reflected a growing  
23 realization as to the dangers posed by asbestos. Dkt. # 41 at 24. And finally, Plaintiff  
24 argues that the third prong is met based on Mr. Ott's opinion that the Navy was unaware  
25 of the hazards of asbestos exposure during the relevant time frame, and he has found no  
26 evidence that manufacturers raised potential alarms at the time. Ott Decl. at 293. The  
27 Court is persuaded, and finds that Plaintiff has raised issues of fact as to the second and  
28 third prongs. *Spurlin*, 537 F. Supp. 3d at 1174.

IV. CONCLUSION

For the foregoing reasons, Defendant Velan's Motion Summary Judgment (Dkt. # 33) is **GRANTED**. Defendant Crane's Motion for Summary Judgment (Dkt. # 32) is **DENIED**.

DATED this 30th day of June, 2023.

A handwritten signature in black ink, reading "Richard A. Jones", written over a horizontal line.

The Honorable Richard A. Jones  
United States District Judge